



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 8, 2002

IN REPLY PLEASE
REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PATHFINDER ROAD EAST OF PASO REAL AVENUE
ROWLAND WATER DISTRICT-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to construct minor drainage improvements on Pathfinder Road at Rowland Water District property, which is entirely within the unincorporated Rowland Heights area, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the Rowland Water District for the project. The agreement provides for the County to perform the preliminary engineering, administer the construction of the project, and finance the entire project cost with the Rowland Water District to grant the County a temporary construction easement within its property and to maintain the portion of the project within its property after completion of construction both at no cost to the County. The total project cost is currently estimated to be \$25,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County proposes to construct a manhole and a 4-inch-diameter ductile iron pipe to connect to an existing 18-inch drain line on Rowland Water District property and a curb drain on Pathfinder Road adjacent to Rowland Water District property.

This location is entirely within the unincorporated Rowland Heights area. The project will improve roadway drainage. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Title 1, Division 7, Chapter 5, Article 1, of the California Government Code provides that any public agency may enter into an agreement with a mutual water company for the purpose of jointly exercising any power common to the contracting parties.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the drainage on Pathfinder Road adjacent to Rowland Water District's property, east of Paso Real Avenue, residents in the unincorporated area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be \$25,000. Funding for this project is included in the Fiscal Year 2002-03 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement provides for the County to perform the preliminary engineering, administer the construction of the project, and finance the entire project cost. It further provides for with the Rowland Water District to grant the County a temporary construction easement within its property and maintain the portion of the project within its property after completion of construction both at no cost to the County.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implication of their action. This project is Categorically Exempt in accordance with Section 15303 of the California Environmental Quality Act guidelines and Class 3(q) of the County's Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Pathfinder Road is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the Rowland Water District and approved as to form by County Counsel. Upon approval, please return the copy marked "ROWLAND WATER DISTRICT ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C020338
A:\PATHFINDER RD EAST OF PASO REAL AVE.wpd

Enc.

cc: Chief Administrative Office, County Counsel

AGREEMENT FOR CONSTRUCTION OF DRAINLINE

THIS AGREEMENT is made and entered into by and between ROWLAND WATER DISTRICT, a governmental entity, formed and existing under Section 30000 et seq. of the California Water Code, hereinafter referred to as "RWD," and the COUNTY OF LOS ANGELES, a political subdivision of the state of California, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, Pathfinder Road is on the COUNTY'S Highway Plan; and

WHEREAS, COUNTY proposes to construct facilities to redirect drainage, which flows through the drain line on RWD'S MacHeard Reservoir site, including runoff from the residential subdivision above RWD'S property, onto Pathfinder Road east of Paso Real Avenue, in order to mitigate slippery conditions in the cross drain on Pathfinder Road; and

WHEREAS, the proposed facilities to be constructed consist of a manhole and a 4-inch-diameter ductile iron pipe to connect to an existing 18-inch drain line on RWD'S property, and a curb drain on Pathfinder Road adjacent to RWD'S property, which facilities are hereafter referred to as the "PROJECT"; and

WHEREAS, COUNTY has determined that the PROJECT is necessary to improve conditions on Pathfinder Road, which will benefit both the COUNTY and RWD; and

WHEREAS, PROJECT is entirely within COUNTY; and

WHEREAS, PROJECT is of general interest to RWD and COUNTY; and

WHEREAS, COUNTY is willing to perform or contract to have performed the preliminary engineering, construction, inspection and engineering, materials testing, construction surveying, and contract administration for the PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY is also willing to finance the entire COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Twenty-five Thousand Dollars and 00/100, (\$25,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by RWD and the COUNTY from PROJECT, and of the promises and covenants of the parties hereto, it is hereby agreed as follows:

I. RWD AGREES:

- a. To authorize COUNTY to construct on RWD'S MacHeard Reservoir site, a manhole, a 4-inch ductile iron drain pipe connecting to RWD'S existing 18-inch drainpipe, which will lead to a new curb drain in Pathfinder Road. RWD shall have the right, at no cost to the COUNTY, to review and approve the plans and specifications for the PROJECT prior to the COUNTY advertising for bids for construction of the PROJECT. RWD'S approval of plans and specifications shall not be unreasonably withheld, provided that RWD shall not be obligated to approve any plans which would interfere with the maintenance or operation of RWD'S MacHeard Reservoir or other RWD facilities on the site.
- b. To provide to COUNTY, at no cost, any temporary right of way over RWD'S property, which is necessary for the construction for the PROJECT.
- c. Upon completion of the PROJECT and acceptance thereof by RWD, RWD will take title to the PROJECT facilities located on RWD'S property and will assume full responsibility for maintaining those PROJECT facilities in good condition and repair at RWD'S sole expense.

II. COUNTY AGREES:

- a. To perform or contract to have performed, all preliminary engineering, preparation of plans and specifications, bidding and award of a construction contract for the PROJECT, construction inspection and engineering, materials testing, surveying, and contract administration for the PROJECT.
- b. To bear the entire COST OF PROJECT, provided that RWD shall grant COUNTY, free of charge, any temporary rights of way, or other rights of access on RWD'S property, necessary for the construction of the PROJECT.
- c. To submit all plans and specifications for the PROJECT to RWD for review and obtain RWD'S approval prior to soliciting bids for construction of the PROJECT.
- d. Upon completion of the PROJECT and acceptance thereof by COUNTY, COUNTY shall own, operate, and maintain in good condition and repair, at COUNTY'S sole cost and expense, those PROJECT facilities located outside RWD'S property.
- e. To warrant that the PROJECT facilities to be constructed on RWD'S property will conform to the plans and specifications approved by RWD, except as to modifications mutually agreed between COUNTY and RWD.
- f. To require of all of its contractors that RWD be named as an additional insured on all policies of insurance, which the contractor is required to obtain and maintain under any contract for the PROJECT. COUNTY shall provide in any and all contracts for the construction of the PROJECT that the contractor(s) shall provide to RWD a 1-year warranty of all work and materials.

III. DEFINITIONS:

The following definitions shall apply to this Agreement:

- a. "COST OF PROJECT," as referred to in this Agreement, shall consist of the costs of preliminary engineering, construction contract, required materials, detour signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct the PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- b. The cost of "preliminary engineering," as referred to in this Agreement, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of "construction contract," as referred to in this Agreement, shall consist of the total of all payments to the contractor for the PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of the PROJECT.

IV. INSPECTION:

During construction of the PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. RWD may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. Said inspectors shall cooperate and consult each other, provided that the orders of the COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final.

V. INDEMNIFICATION:

- a. COUNTY shall indemnify and hold RWD, its directors, officers, employees, agents and representatives, harmless from and against any liability, costs or damages, of any kind, including reasonable attorneys fees for death or injuries to persons or damage to property resulting from the acts or omissions of COUNTY'S officers, employees, agents, or contractor(s) in connection with the PROJECT, or resulting from the design, or construction of the PROJECT, or resulting from the operation or maintenance of the PROJECT facilities by COUNTY.

- b. RWD shall indemnify and hold COUNTY, its supervisors, officers, employees, agents and representatives, harmless from and against any liability, costs or damages, of any kind, including reasonable attorneys fees for death or injuries to persons or damage to property resulting from the acts or omissions of RWD'S officers, employees, agents, or contractors in connection with the PROJECT, or resulting from RWD'S operation or maintenance of those PROJECT facilities on RWD'S property, except to the extent that the liability, cost, or damage is attributable to the design or construction of the PROJECT.

VI. GENERAL PROVISIONS:

- a. This Agreement may be amended or modified only by mutual written consent of RWD and COUNTY.
- b. Any correspondence, communication, or notices concerning this Agreement shall be directed to the following:

RWD:

Mr. Ken Deck
Assistant General Manager
Rowland Water District
P.O. Box 8460
Rowland Heights, CA 91748

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized, by RWD on _____, 2002, and by the COUNTY on _____, 2002.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS
Executive Officer of the Board of
Supervisors of the County of Los
Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

ROWLAND WATER DISTRICT

By _____
JOHN A. ROWLAND
President, Board of Directors

ATTEST:

By _____
ANTHONY POLI
District Secretary

APPROVED AS TO FORM:

By _____
JANET MORNINGSTAR
District Counsel